

# SUPPLIER CODE OF CONDUCT

## MIRABELLO CARRARA S.p.A.

Meda, 12 April 2022  
Vers.1

→METTERE IL MARCHIO

## **INTRODUCTION**

The Group is aware that its success depends in part on its ability to foster ethical, honest relations with all its suppliers, based on two-way communication that creates value and benefits for both sides. Mirabello Carrara has embarked on an ESG growth process in which suppliers play a strategic role. Accordingly, the Supplier Code of Conduct plays a crucial role in helping us achieve our goals.

### **SUPPLIER CODE OF CONDUCT**

The principles and provisions of the Supplier Code of Conduct represent the guidelines we follow, and which we ask all our Suppliers and their staff, contractors and others working on their behalf to adhere to when working with us.

In accepting this Code, Suppliers commit to pursuing the values and principles set out in this document.

Suppliers are asked to adopt these principles, and to apply them in all their business relations. We also ask them to strive to adopt approaches that improve their sustainability performance at all times.

We are conscious of the fact that many Suppliers operate in a variety of juridical and cultural areas, and that implementing certain provisions of the Supplier Code of Conduct could prove difficult.

As a result, fulfilment of the Code's provisions must be evaluated taking national and international laws into account, along with regulations that apply locally. In any case, Mirabello Carrara asks Suppliers to inform it promptly and do their utmost to observe the provisions of the Code even if, for the above reasons, it can only be respected in part.

Suppliers must nominate at least one person who will have responsibility and authority for guaranteeing and communicating implementation of the Code's provisions.

## Definitions

- “SCC”: this Supplier Code of Conduct;
  - “Company”: the company Mirabello Carrara S.p.A., the head offices of which are in Meda (Monza Brianza), Via Albert Einstein 9, tax code 06399280152 and VAT no. IVA 02231540960, as indicated in the Purchase Order, which issues a Purchase Order for acquiring Goods or obtaining Services from the Supplier;
  - “Party”: the Company or Supplier, referred to singly, according to the case in question;
  - “Parties”: the Company and Supplier, referred to jointly;
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- “Contract”: an agreement of a financial nature reached by the Parties, in keeping with the General Conditions and Purchase Orders issued by the Company to the Supplier, for the Company to purchase Goods and/or Services of the Supplier; OR the agreement entered into by the Parties, according to the specific terms and conditions reached, to supply given Goods and/or Services to the Company, as per the case in question;
  - “General Conditions”: the Company’s general purchasing conditions which govern the terms and conditions for the purchase of Goods and/or provision of Services of a Supplier, in accordance with which the Company issues the Purchase Orders as and when required;
  - "Purchase Orders": orders for buying Goods or the provision of Services, issued by the Company to the Supplier;
  - "Supplier": natural person or legal entity supplying the Goods and/or Services to the Company according to the Contract.
  - "Representatives": employees and the legal representatives of the Company;
  - "Goods": tangible or intangible goods sold by the Supplier to the Company;
  - "Services": work and/or services, these being outsourced activities carried out by the Supplier for the Company;
  - "Confidential information": any reserved or privileged information, whether commercial or otherwise, regarding one Party, its materials, products, procedures, services and activities, supplied in any form by and/or on behalf of one Party to the other Party.

## 2. Purpose and aim

2.1. The Company firmly believes that ethical, sustainable procurement is an effective way to promote its values, and a responsible approach throughout the entire chain of value. The Company believes in the importance of developing partnerships and close cooperation and involvement with its Suppliers, which not only guarantee reliable production performance, but also share the Company’s values and expectations in terms of ethical, environmental and social standards.

2.2. This SCC sets out the minimum standards for the sustainability rules and requirements the Company requests, and which all Suppliers must observe for the entire duration of the business relationship between the Parties.

2.3. The Supplier undertakes to respect the provisions of the SCC, and any changes made subsequently, regarding respect for obligations arising from the Contract and its relations with the Company. It is understood that if the Supplier has adopted its own code of conduct (or a similar type of document) setting out rules which, wholly or in part, stipulate stricter rules than those of the SCC, the Supplier shall be authorised to follow its own more restrictive rules, on condition that the provisions of this SCC are also respected.

2.4. This SCC constitutes an integral and essential part of all agreements between the Parties.

2.5. This SCC is available for consultation and free download from the Company's head offices, and on the website [www.mirabellocarrara.it](http://www.mirabellocarrara.it).

### **3. Management systems**

3.1. The Supplier must guarantee that it adopts appropriate and effective inhouse management systems in order to respect this SCC and the applicable laws and regulations. The management system must operate and be of a quality which is proportional to the size, complexity and risk context of the Supplier's business.

3.2. The Supplier must adopt all the most appropriate measures for assessing, mitigating and managing risks linked to human and employment rights, health and safety in the workplace, responsible business and environmental impact.

3.3. In accepting this SCC, the Supplier undertakes to conduct itself in a way that conforms with the values and principles outlined herein. The Supplier is asked to apply the same principles, and to act in compliance with them in all the business relationships it holds, and to constantly improve its performance and level of compliance with the SSC standards, ensuring its conduct is as appropriate as possible.

3.4. The Parties understand that, in the event of any differences or contradictions arising between this Code of Conduct and local regulations, the Supplier shall in any case adhere to the provisions establishing the higher standard. If, as a result of differences in national legislation, it should only prove possible to observe the provisions of this SCC in part, Mirabello Carrara asks its Suppliers to inform it promptly, and to ensure they adopt conduct which is as sustainable as possible in relation to the regulatory framework concerned.

3.5. The Supplier must ensure that all workers directly or indirectly involved in carrying out activities on behalf of Mirabello Carrara are aware of this SCC, and that they use all the most appropriate and effective means of communication to do so.

### **4. Human and employment rights**

#### **4.1. Human Rights**

The Supplier is committed to:

- a) respecting human rights, and not to play any part in breaches of human rights;
- b) mapping its human rights impact;
- c) making suitable means available to resolve any human rights breaches.

#### **4.2. Fundamental rights of workers**

The Supplier undertakes to adhere to the general principles of international standard SA8000, and in particular:

- a) Not to use or in any way support child labour;
- b) Not to use or in any way support forced labour;
- c) To guarantee its employees a salubrious work environment, and to take suitable measures to prevent accidents or damage to health which might occur while working or as a result thereof,

and to minimise causes of hazards ascribable to the working environment as far as reasonably practicable;

- d) To respect the right of all staff to form free associations or join the workers' associations of their choosing, and the right to collective bargaining;
- e) Not to implement or support discriminatory practices in hiring and remuneration, in access to training, promotion and retirement, based on race, class, origin, religion, invalidity, gender, sexual orientation, trade-union membership, political affiliation, etc.;
- f) Not to implement or support the use of corporal punishment, mental or physical coercion, verbal abuse, etc.;
- g) To respect the laws and standards which apply to working hours;
- h) To ensure the salary paid always corresponds with the minimum or legal standards, and that it is sufficient to satisfy primary needs of staff.

The Supplier is also committed to respecting the privacy rights of its employees, in accordance with applicable legal provisions and regulations of its own national legal system. The Supplier accordingly commits to ensure the confidentiality of the information in its possession, and refrains from using confidential data unless expressly authorised with full awareness, and in any case in complete compliance with national privacy legislation in force.

## **5. Occupational health and safety (OHS)**

The Supplier is committed to:

- a) meeting all the legal requirements that apply to health and safety in the workplace (OHS - occupational health and safety). In particular, the Supplier must monitor and identify potential risks at all times, determine those at risk of being involved in an accident, estimate risks and develop mitigation measures;
- b) having its own written OHS policy demonstrating its commitment to OHS, and appoint those responsible for OHS within its organization;
- c) ensuring that it has operative control in the form of rules and procedures, and that it duly informs its employees of them;
- d) having procedures for managing emergencies;
- e) raising employee awareness about OHS issues, enhancing the culture of safety through open communication, and ensuring that all staff members have received sufficient OHS training;
- f) measuring and monitoring performance and any OHS hazards through inspections and audits in the workplace;
- g) flagging and investigating any OHS-related incidents.

In any case, the Supplier must provide workers with suitable personal protective equipment.

## **6. Environmental impact**

The Supplier undertakes:

- a) to meet all the environmental requirements in accordance with the applicable laws, regulations and permits;
- b) to appoint individuals who are responsible for environmental issues within their organisation;

- c) to ensure its employees have sufficient knowledge and experience of environmental issues, as well as resources that allow them to fulfil their environmental responsibilities;
- d) to ensure written instructions and pertinent information regarding processes that can have a potential environmental impact (such as storing and handling hazardous materials) are distributed to all employees;
- e) to endeavour to prevent any environmental emergencies, and ensure staff are sufficiently prepared to respond to any such occurrence, analysing, identifying and adopting preventive and corrective measures;
- f) to systematically manage any breaches or environmental issues, and to inform employees and the external parties affected, including the Company, if involved;
- g) to adhere to legal provisions regarding the use of hazardous or harmful substances, and to refrain from selling materials and/or products that can potentially put the health of consumers and workers at risk, and to supply the Company with safety data sheets for the materials (technical or safety data sheets) which are up-to-date, and all the relevant documents and information requested by the Company;
- h) to dedicate the utmost attention to environmental sustainability, endeavouring to neutralise CO<sub>2</sub> and greenhouse gas emissions and to reduce the use of disposable plastics;
- i) to monitor consumption of water and energy resources and to seek out solutions, wherever possible, that promote the use of resources which have a low environmental impact;
- l) to adhere to the laws and regulations in force governing waste management, whether hazardous or otherwise, and to ensure it is processed, stored and disposed of properly;
- m) to adopt measures geared towards enhancing the waste separation process, including through active adoption of material recycling and reuse policies, and to replace plastic packaging with more sustainable solutions.

## **7. Responsible business.**

The Supplier undertakes:

- a) to conduct its business in full respect of regulations governing antitrust and fair competition;
- b) to prevent any conflicts of interest from arising between the Parties;
- c) not to accept or offer any bribes, facilitative payment schemes or any other object of value in order to obtain or promote undue deals, benefits or advantages, ensuring in general that anti-corruption legislation in force is respected;
- d) to respect all rules and regulations, including those stipulated by the Company, concerning the safety and quality of products and services;
- e) to record and divulge, in a transparent, accurate manner, the details of its business transactions, its organisational structure, its financial situation and its performance, in accordance with the laws and regulations in force. This may include the following:
  - i. Agents will be required to pay their own travel and accommodation expenses when visiting the Supplier for conferences, plant inspections, etc.;
  - ii. Agents may not be given gifts, freebies or sums of cash which may be deemed inappropriate or unsuitable in respect of potential business transactions.

## **8. Assistance in interpreting and implementing the Code of Conduct**

8.1. The Company's Purchasing Office is available to provide assistance regarding the interpretation and implementation of this SCC. For assistance requests, the Supplier is kindly asked to get in touch with its main Mirabello Carrara contact at the address below:

Mirabello Carrara S.p.A.

Via Albert Einstein, 9

20821 Meda MB, Italy

[mauri@mirabellocarrara.it](mailto:mauri@mirabellocarrara.it) (Purchasing Manager)

8.2. In particular, the Supplier undertakes to notify the Company promptly, at [compliance@mirabellocarrara.it](mailto:compliance@mirabellocarrara.it), of any issues concerning the SCC which could potentially influence the relationship between the Parties.

8.3 If the Supplier, or any of its employees, intends to notify any inappropriate conduct or a potential breach of this SCC, they can get in touch with us at the following address [compliance@mirabellocarrara.it](mailto:compliance@mirabellocarrara.it).

## **9. Audit**

9.1. The Supplier undertakes to allow Agents, or any third party authorised by the Company and whose intervention is permitted by the Supplier, to audit any of the Supplier's operations where they are relevant to this SCC (in the presence of the Supplier), including, but not limited to, the Supplier's plants, and to allow its records and registers to be analysed (the "Audit").

9.2. It is understood that the Company reserves the right to carry out an Audit before signing a Contract, and/or for the entire duration of the relevant Contract, in line with its requirements.

9.3. The Supplier may be asked to access a platform managed by a third party in order to undergo assessment regarding its sustainability, corporate social responsibility and sustainable purchasing.

9.4. In relation to the Audit, the Supplier undertakes to cooperate and to supply, where requested by the Company, any information and data required, unless this constitutes a breach of its own legal obligations regarding information distribution. If requested by the Supplier, the Parties may sign a confidentiality agreement in respect of any confidential information conveyed in the Audit.

## **10. Implementation of the SCC and consequences in the event of any breaches**

10.1. Generally speaking, if the Company should note that the Supplier is not respecting the requisites and standards set out in this SCC, the Company may supply indications on any issues needing to be tackled. The Supplier is committed to ensuring it will adopt measures indicated by the Company promptly.

10.2. It is understood that, in the event of any breaches of the provisions of the SCC, the Company reserves the right to cancel any existing Purchase Orders, to suspend future Purchase Orders, or to terminate the Contract outright.

## **11. Organisational Model 231 and Code of Conduct**

The Supplier acknowledges that Mirabello Carrara, in accordance with Legislative Decree no. 231 dated 8 June 2001 (the "Decree") has also adopted Organisational Model 231 and a Code of Conduct

(these can be consulted free of charge at the Company's head offices, and can be downloaded free of charge at [www.mirabellocarrara.it](http://www.mirabellocarrara.it)).

The Supplier is committed to refraining from any conduct that could constitute an offence of the kind set out in the Decree, regardless of whether the offence is actually committed, or of its punishability, and to conduct itself in keeping with the provisions and principles of the Decree.

The Supplier also undertakes to respect the provisions of the Code of Conduct as and when amended, and insofar as they concern it, in respecting its obligations arising from the Contract and in the course of its relations with the Company.

In the event of a breach of the provisions of Organisational Model 231 and/or the Code of Conduct, the Company shall be entitled to terminate the Contract with immediate effect, and to ask the Supplier to compensate any damages suffered, within the quantified limits.

## **12. Subcontractors**

If it avails of any subcontractors, the Supplier shall be held jointly responsible towards the Company for ensuring the proper execution of the activities awarded to it, and for observing the provisions of the SCC, which shall be referred to in the Contract stipulated by the Supplier and the subcontractor.